

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF SUMTER	)	CASE NO: 2018-CP-43-
	)	
Barbara Daney,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>SUMMONS</b>
	)	
Hull Property Group, LLC, and	)	JURY TRIAL DEMANDED
Sumter Mall, LLC,	)	
	)	
Defendants.	)	
	)	

**TO THE DEFENDANT ABOVE NAMED:**

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers, Chandler and Jennings, LLC, at their offices, 1060 E. Montague Avenue, Suite 301, N. Charleston, South Carolina, within thirty (30) days after the service hereof, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default against you for the relief demanded in the Complaint.

CHANDLER AND JENNINGS, LLC

s/Lauren L. Felder  
Lauren L. Felder  
Ray E. Chandler  
Attorneys for the Plaintiff  
1060 E. Montague Avenue, Suite 301  
N. Charleston, SC 29423  
(843) 745-4542

December 11, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF SUMTER	)	CASE NO: 2018-CP-43-
	)	
Barbara Daney,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>C O M P L A I N T</b>
	)	
Hull Property Group, LLC, and	)	JURY TRIAL DEMANDED
Sumter Mall, LLC,	)	
	)	
Defendants.	)	
	)	

The Plaintiff above named, complaining of the Defendants, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a citizen and resident of the County of Clarendon, State of South Carolina.
2. That on information and belief the Defendant Hull Property Group, LLC, is a limited liability company, organized and existing under the laws of the State of Georgia, engaged in the operation of retail acquisition, management and development of retail properties, with its principal place of business located in a State other than South Carolina, doing business in Sumter County, South Carolina.
3. That on information and belief the Defendant Sumter Mall, LLC, is a limited liability company organized and existing under the laws of the State of Georgia, engaged in the operation of retail sales, with its principal place of business located in a State other than South Carolina, doing business in Sumter County, South Carolina.
4. That the incident out of which this action arises occurred in the County of Sumter, State of South Carolina.

5. That this Court has jurisdiction over the parties and the subject matter set forth herein.

6. That on or about December 21, 2015, the Plaintiff, Barbara Daney, was operating her 2006 Buick automobile, leaving the public parking area of the Sumter Mall, said mall being owned and operated by Defendants; Plaintiff was lawfully driving through the mall parking area provided by Defendants, when suddenly and without warning, her vehicle struck a portion of a damaged or broken concrete barrier, causing a violent and severe collision, resulting in severe damage to Plaintiff's vehicle and resulting in serious injuries and damages to the Plaintiff, as more particularly hereinafter set forth.

7. At all times relevant, the Defendants, their agents, servants and employees owed a duty of care to users of the parking lot, including the Plaintiff, to discover risks and take safety precautions to warn of or eliminate unreasonable risks of harm to users of the parking lot, including Plaintiff, and to act appropriately so as not to cause injury, harm and damage to users of the parking lot, including Plaintiff.

8. That at all times relevant, Defendants and their employees owed a duty of care to users of the parking lot, including Plaintiff, to conduct proper and thorough safety and other inspections of the parking lot in order to determine whether it was safe, discover and identify defective and dangerous conditions, take safety precautions to warn of or eliminate unreasonable risk of harm to users of the parking lot, including the Plaintiff, and/or to act appropriately so as not to cause injury and damage to users of the parking lot, including Plaintiff.

9. That the Defendants' agents, servants and employees, either knew, or should have known that the damaged or broken concrete barrier would be hazardous to the public and its customers, including the Plaintiff.

10. That at the impact of the vehicle with the damaged or broken concrete barrier the Plaintiff

was thrown about the interior of the vehicle which she was operating, causing the Plaintiff to suffer serious, severe, painful and grievous injuries and damages, as more specifically hereinafter set forth.

11. That as a result of the collision, the Plaintiff suffered great physical injuries to her neck, back, knees, and hands, of which has caused her the following damages:

- (a) Pre-trial medical expenses for medical expenses, diagnosis, surgical fees, hospital bills, and prescription drug bills;
- (b) Post-trial and future medical expenses;
- (c) Pre-trial physical pain and suffering, mental pain and suffering, mental anguish and shock;
- (d) Post-trial and future physical pain and suffering, mental pain and suffering, mental anguish and shock;
- (e) Loss of income;
- (f) Loss of enjoyment of life;
- (g) Permanent bodily impairment.

12. That the Plaintiff's injuries and damages were proximately caused by the negligent, grossly negligent, careless, reckless, willful, and wanton acts and conduct of the Defendants, their agents, servants and employees in one or more, or all of the following particulars:

- (a) Creating an unsafe, dangerous and defective condition;
- (b) Overseeing the creation of an unsafe, dangerous and defective condition;
- (c) Failing to properly maintain, service, inspect and/or repair the subject parking lot;
- (d) Failing to properly oversee the maintenance, service, inspection, and/or repair of the parking lot in order to make it safe for all users;

- (e) Failing to properly safeguard against an unsafe and/or dangerous condition;
- (f) Failing to warn users of the parking lot, including Plaintiff, of the dangerous, unsafe and defective condition of the parking lot;
- (g) Failing to properly hire, train, manage, supervise, manage and retain Defendants' employees;
- (h) Failing to properly identify and report dangerous and/or defective conditions;
- (i) Failing to have, implement, maintain and/or follow applicable corporate policies and standards;
- (j) Failing to follow generally acceptable standards of are applicable to the maintenance, servicing, inspecting and repair of the parking lot;
- (k) In violating the industry standard of care for maintaining, servicing, inspecting, and repairing parking lots;
- (l) In training, hiring, retention, managing and supervision of Defendants' employees and agents;
- (m) In failing to train its employees and agents on the proper manner to maintain, service, inspect, and repair the parking lot;
- (n) In failing to adopt procedures for the safe and proper repair, maintenance, inspection, and servicing of the parking lot;
- (o) In leaving a damaged or broken concrete barrier on the premises owned or utilized by the Defendants in an area where the public normally traveled;
- (p) In creating a hazard to its customers and invitees by not providing a clear path of travel to safely exit the premises owned or utilized by the Defendants;
- (q) In failing to provide to its customers a safe and well lighted exit from the premises

owned or utilized by the Defendants;

- (r) In failing to use that degree of care and caution that a reasonably prudent person would have used under the same or similar circumstances as then and there prevailing.

13. That as a result of the negligence, gross negligence, carelessness, willfulness, wantonness and recklessness of the Defendants, their agents, servants and employees as hereinabove more specifically enumerated, the Plaintiff has suffered and sustained the injuries and damages as hereinabove set forth, and that the aforesaid negligent, grossly negligent, careless, willful, wanton and reckless acts and conduct of the Defendant, its agents, servants and employees have all been to the general damage and detriment of the Plaintiff.

14. That the Plaintiff is informed and believes that because of the gross negligence of the Defendants, as hereinabove enumerated, the Plaintiff is entitled to an award of punitive damages in an appropriate amount.

WHEREFORE, The Plaintiff prays for judgment, jointly and severally, against the Defendants in the amount sufficient to compensate her for actual damages, for punitive damages in an appropriate amount, for the costs and disbursements of this action, and for such other and further relief as this Court may deem just and proper.

CHANDLER & JENNINGS, LLC.

December 11, 2018

s/Lauren L. Felder  
Lauren L. Felder  
Ray E. Chandler  
Attorneys for the Plaintiff  
P. O. Box 40459  
North Charleston, S.C. 29423  
(843) 745-4542

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF SUMTER	)	CASE NO.: 2018-CP-43-02194
	)	
Barbara Daney,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>AFFIDAVIT OF SERVICE</b>
	)	<b>VIA CERTIFIED MAIL</b>
	)	
Hull Property Group, LLC, and Sumter	)	
Mall, LLC,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED before me, Bonnie B. Jennings, who being duly sworn deposes and says:

That she forwarded a copy of the Summons and Complaint in the above-captioned matter via certified mail, return receipt requested, to Corporation Service Company, Registered Agent for Hull Property Group, LLC and Sumter Mall, LLC.

The Postmaster returned the attached receipt indicating the Summons and Complaint was served upon Corporation Service Company and executed by same.

FURTHER AFFIANT SAYETH NOT.

CHANDLER & JENNINGS, LLC

By: Bonnie Jennings  
 Bonnie B. Jennings  
 P.O. Box 40459  
 North Charleston, SC 29423  
 843-745-4542

North Charleston, South Carolina  
 Dated: January 9, 2019


SWORN TO AND SUBSCRIBED HEREIN BEFORE ME  
 THIS 9<sup>th</sup> DAY OF January, 2019  
 NOTARY PUBLIC FOR SOUTH CAROLINA  
 COUNTY OF CHARLESTON  
 MY COMMISSION EXPIRES:

Bonnie Jennings 7/1/2020

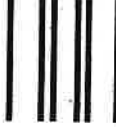
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete Items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 40px;">Corporation Service Company 1703 Laurel St Columbia, SC 29201</p> <div style="text-align: center; margin: 10px 0;">  </div> <p style="text-align: center; font-weight: bold;">9590 9402 3980 8079 6193 58</p> <p>2. Article Number (Transfer from carrier label)</p> <p style="font-size: 1.2em; margin-left: 40px;">7018 0680 0000 8328 6405</p>	<p>A. Signature  <div style="display: flex; align-items: center;"> <span style="font-size: 1.5em; margin-right: 5px;">x</span>  <div style="margin-left: 20px;"> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee </div> </div> </p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p>B. Received by (Printed Name)  <div style="font-size: 1.2em; margin-left: 40px;">L. D. H. H.</div> </p> </div> <div style="width: 35%;"> <p>C. Date of Delivery  <div style="font-size: 1.2em; margin-left: 40px;">12/20/18</div> </p> </div> </div> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> </div> <div style="width: 35%;"> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input checked="" type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> </div> </div>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

**USPS TRACKING#**



9590 9402 3980 8079 6193 58



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

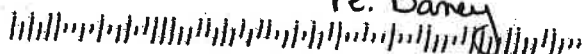
**United States  
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

**Chandler & Jennings, LLC**

1060 East Montague Ave Suite 301  
North Charleston, SC 29405

re: Dancy





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	)	<b>VIA CERTIFIED MAIL</b>
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CHANDLER & JENNINGS, LLC

By: Bonnie Jennings  
 Bonnie B. Jennings  
 P.O. Box 40459  
 North Charleston, SC 29423  
 843-745-4542

North Charleston, South Carolina  
 Dated: January 9, 2019

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 MY COMMISSION EXPIRES:

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First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

**United States  
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

**Chandler & Jennings, LLC**

1060 East Montague Ave Suite 301  
North Charleston, SC 29405

re: Darney